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Requester's Full Name: Robert Davis Examiner #: 69183 Date: 2/13/03
 Art Unit: 1722 Phone Number 308-2625 Serial Number: 09/902,475
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Title of Invention: Blow Molding Device for Producing Thermoplastic Containers
 Inventors (please provide full names): Dominique Briere, Leon Coisy, Paul LaBrie,
Pascal Santais

Earliest Priority Filing Date: April 19th, 1995

**For Sequence Searches Only* Please include all pertinent information (parent, child, divisional, or issued patent numbers) along with the appropriate serial number.*

Please do a litigation search of US Patent 5,968,560.

Thanks

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1 Case Reported

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PATNO IS 5968560

DATE: FEBRUARY 13, 2003
LIBRARY: PATENT
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PATNO IS 5968560

Number of PATENTS found with your search request through:
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Your search request has found 1 PATENT through Level 1.
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1: 5968560 , October 19, 1999 , Blow molding device for producing thermoplastic containers, Briere, Dominique, Le Havre, FR; Coisy, Leon, Saint Martin du Manoir, FR; La Barre, Paul, Sainte Adresse, FR; Santais, Pascal, Le Havre, FR, 945089 (08), Sidel, Le Havre, FR

CORE TERMS: shell, holder, mold, half-mold, container, impression, carrier, molding, parting, mating ...

UNITED STATES PATENT AND TRADEMARK OFFICE GRANTED PATENT

5968560

<=1> GET 1st DRAWING SHEET OF 3

October 19, 1999

Blow molding device for producing thermoplastic containers

REEXAM-LITIGATE:

NOTICE OF LITIGATION

NOTICE OF LITIGATION Sidel (a French company) v. Uniloy Milacron, Inc., et al,
Filed Apr. 25, 2001, D.C. N.D. Georgia, Doc. No. 01-CV-1080

REISSUE: Reissue Application filed Apr. 20, 2000 (O.G. Dec. 19, 2000) Ex. Gp.:
1722; Re. S.N. 09/553,413 Reissue Application filed Apr. 20, 2000 (O.G. Oct. 31,
2000) Ex. Gp.: 1722; Re. S.N. 09/553, 413, (O.G. December 19, 2000)
July 9, 2001 - Reissue Application filed Ex. Gp.: 2167; Re. S.N. 09/902,475
(O.G. August 6, 2002)

APPL-NO: 945089 (08)

FILED-DATE: October 17, 1997

GRANTED-DATE: October 19, 1999

CORE TERMS: shell, holder, mold, half-mold, container, impression, carrier,
molding, parting, mating ...

ENGLISH-ABST:

The invention concerns a device for producing thermoplastic containers, in
particular bottles, by the blow-molding or stretch blow- molding of a preheated
preform. The device comprises at least one mould consisting of two half-molds
(2) each supported by a mould carrier, the two mould carriers being movable
relative to each other. Each half-mould (2) comprises a shell holder (9),

DATE: FEBRUARY 13, 2003

CLIENT:
LIBRARY: PATENT
FILE: CASES

YOUR SEARCH REQUEST IS:
5968560 OR 5,968,560

NUMBER OF CASES FOUND WITH YOUR REQUEST THROUGH:
LEVEL 1... 1

1ST CASE of Level 1 printed in FULL format.

SIDEL (a French company), Plaintiff, v. UNILOY MILACRON, INC. and RYKA BLOW MOLDS, LTD., Defendants.

CIVIL ACTION NO. 1:01-CV-1080-CAP

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA, ATLANTA
DIVISION

2001 U.S. Dist. LEXIS 24004; 61 U.S.P.Q.2D (BNA) 1480

November 14, 2001, Decided

November 14, 2001, Filed

DISPOSITION: [*1] Plaintiff's motion for a preliminary injunction denied.

CASE SUMMARY

PROCEDURAL POSTURE: Plaintiff patentee sued defendant alleged infringers for patent infringement. The patentee and one alleged infringer reached an agreement in principle that purported to settle the dispute between them. The remaining alleged infringer did not settle any claims, and filed a counterclaim challenging the validity of the patent. The patentee moved for a preliminary injunction. The court heard oral argument on the motion.

OVERVIEW: The patent related to a device that made plastic bottles. Because of the way the claims read, the patentee only had a claim for contributory infringement. The patentee sought to stop manufacture and sale of thermodynamic shell holders and the shells used in its device. The alleged infringer asserted invalidity based on obviousness and that its customers were merely "repairing" the machines with the its parts. The court held that there was a "substantial question" as to whether the customers were repairing or reconstructing their machines. The alleged infringer's had the requisite knowledge to be a contributory infringer. The patentee's system of fastening the parts to the machinery and the alleged infringer's systems performed the identical function. Further, it was likely that a customer's use of the alleged infringer's parts with the patentee's machines directly and literally infringed the patent. However, because of the unanswered question regarding whether the customers were repairing or reconstructing the machines, the patentee had not made a clear or strong showing of contributory infringement and thus, had no clear showing of likelihood of success on the merits.

OUTCOME: The court denied the motion for a preliminary injunction.

CORE TERMS: shell, patent, holder, customer, machine, infringement, mold, preliminary injunction, re-

pair, housing, screw, irreparable harm, infringer, contributory, lug, quick-fixing, carrier, bottle, infringing, patented, likelihood of success, non-infringing, specification, purchaser, reconstruction, fixing, tip, license, patented device, injunction

CORE CONCEPTS -

Patent Law: Remedies: Injunctions

The grant or denial of a preliminary injunction under 35 U.S.C.S. § 283 is within the sound discretion of the district court. The moving party is entitled to a preliminary injunction if it can show: (1) a reasonable likelihood of success on the merits; (2) irreparable harm if an injunction is not granted; (3) a balance of hardships tipping in its favor; and (4) the injunction's favorable impact on the public interest. These factors, taken individually, are not dispositive; rather, the district court must weigh and measure each factor against the other factors and against the form and magnitude of the relief requested. However, United States Court of Appeals for the Federal Circuit case law and logic both require that a movant cannot be granted a preliminary injunction unless it establishes both of the first two factors, i.e., likelihood of success on the merits and irreparable harm.

Patent Law: Remedies: Injunctions

When seeking a temporary injunction in a patent infringement case, in order to demonstrate a likelihood of success on the merits, a patent infringement plaintiff must show that (1) it will likely prove that alleged infringer infringes its patent, and (2) its infringement claim will likely survive the alleged infringer's challenges to the validity and enforceability of the patent. In other words, if the alleged infringer raises a substantial question concerning validity, enforceability, or infringement (i.e., asserts a defense that the patent infringement plaintiff cannot show lacks substantial merit) the preliminary injunction should not issue.

Patent Law: Infringement: Acts of Infringement

Contributory infringement requires that the alleged in-

fringer sell its allegedly infringing product with knowledge that it will be used in an infringing manner when there is no other substantial non-infringing use for the product. 35 U.S.C.S. § 271(c). Non-infringing uses include the right of a purchaser to "repair" the patented item. Also, a seller of an allegedly infringing product is not a contributory infringer if its product is a staple article or commodity of commerce suitable for substantial non-infringing use. Finally, there can be no contributory infringement of a patent unless the patent has been directly infringed.

Patent Law: Infringement: Acts of Infringement

A claim of contributory infringement requires that the accused party contribute to the direct infringement of the patent by a third party.

Patent Law: Infringement: Acts of Infringement

While the ownership of a patented article does not include the right to make a substantially new article, it does include the right to preserve the useful life of the original article. This right is dependant upon determining the difference between permitted and prohibited activities. When patented items have been sold by the patentee, subsequent "repair" by the owner is permitted, while "reconstruction" is prohibited. "Repair" is directed primarily to the replacement of broken or worn parts but also extends to the replacement of parts that are neither broken nor worn. Premature repair is the business of the purchaser of the product. Reconstruction of a patented entity, comprised of unpatented elements, however, is limited to such a true reconstruction of the entity as to in fact make a new article, after the entity, viewed as a whole, has become spent. Mere replacement of individual unpatented parts, one at a time, whether of the same part repeatedly or different parts successively, is no more than the lawful right of the owner to repair his property. Infringement liability depends on the extent of the change, not its purpose.

Patent Law: Infringement: Acts of Infringement

The right of a purchaser to repair its property, the patented device, comes from the fact that when a patent owner sells a patented device with no restrictions, the purchaser has already compensated the patent holder and now has an implied license for certain further uses under the patent.

Patent Law: Infringement: Acts of Infringement

A party is not a contributory infringer if the item it sells is a staple article or commodity of commerce suitable for substantial noninfringing use. 35 U.S.C.S. § 271(c). Taking the statute on its own terms, it is apparent that an alleged infringing item's mere theoretical capability for

a non-infringing use would hardly suffice. Further, occasional aberrant use of a product that is clearly designed to be used in a particular manner does not make defendant's device a staple article or commodity of commerce suitable for substantial noninfringing use.

Evidence: Relevance: Circumstantial & Direct Evidence

Evidence is that is circumstantial, is no less reliable than if the court was presented with direct evidence of knowledge.

Patent Law: Infringement: Acts of Infringement

To determine whether an alleged patent infringer's customers are direct infringers involves a two-step process. First, the court construes the claims to correctly determine the scope of the claims. Second, it compares the properly construed claims to the accused device. The claims must be interpreted and given the same meaning for purposes of both validity and infringement analyses. In construing the patent claim, a district court may consider the available intrinsic evidence such as the claims themselves, the patent's specifications, and the prosecution history.

Patent Law: Specification & Claims: Claim Language

Patent Law: Infringement: Claim Interpretation

If a patent claim term is a "means-plus-function" element, then the court must construe it under 35 U.S.C.S. § 112, para. 6.

Patent Law: Specification & Claims: Claim Language

Patent Law: Infringement: Claim Interpretation

See 35 U.S.C.S. § 112, para. 6.

Patent Law: Infringement: Doctrine of Equivalents

Under 35 U.S.C.S. § 112, para. 6, an accused device with structure not identical to the structure described in the patent will literally infringe the patent if the device performs the identical function required by the claim with a structure equivalent to that described in the patent. To determine whether a claim limitation is met literally, where expressed as a means for performing a stated function, the court must compare the accused structure with the disclosed structure, and must find equivalent structure as well as identity of claimed function for that structure. A determination of the claimed function is a matter of claim construction and a question of law for the court. Likewise, a determination of the corresponding structure disclosed in the specification is a determination of the meaning of the "means" term in the claim and is also a question of law for the court.

Patent Law: Infringement: Doctrine of Equivalents

Literal infringement of a means-plus-function claim requires, *inter alia*, a showing that the accused device performs the identical function specified in the claims. Determination of the specific function associated with the means limitation requires construction of the claim language.

Patent Law: Infringement: Doctrine of Equivalents

Literal infringement of a 35 U.S.C.S. § 112, para. 6 limitation requires that the relevant structure in the accused device perform the identical function recited in the claim and be identical or equivalent to the corresponding structure in the specification. Functional identity and either structural identity or equivalence are both necessary. The equivalence analysis requires a determination of whether the way the assertedly substitute structure performs the claimed function, and the result of that performance, is substantially different from the way the claimed function is performed by the corresponding structure, acts, or materials described in the specification, or its result. Structural equivalence is met only if the differences are insubstantial, that is, if the assertedly equivalent structure performs the claimed function in substantially the same way to achieve substantially the same result as the corresponding structure described in the specification.

Patent Law: Remedies: Injunctions

In patent cases, if the movant seeking an injunction clearly establishes likelihood of success on the merits, by making a "clear showing" of both validity and infringement, it is entitled to a rebuttable presumption of irreparable harm.

Patent Law: Remedies: Injunctions

In the context of determining whether to grant a preliminary injunction in a patent infringement case, the United States Court of Appeals for the Federal Circuit has acknowledged the threat of price erosion and the irreversibility of this type of loss. Competitors change the marketplace. Years after infringement has begun, it may be impossible to restore a patentee's exclusive position by an award of damages and a permanent injunction. Requiring purchasers to pay higher prices after years of paying lower prices to infringers is not a reliable business option.

Patent Law: Remedies: Injunctions

In certain circumstances, a showing of delay in asserting patent rights may be so significant as to preclude a determination of irreparable harm for a party seeking a temporary injunction.

Patent Law: Remedies: Injunctions

Extensive licensing negates the presumption of irreparable harm on a motion for preliminary injunction in a patent infringement case because it demonstrates that the patentee was willing to forgo its right to exclude by licensing the patent.

Patent Law: Remedies: Injunctions

The third factor required to be considered by the court in its determination whether to award a preliminary injunction in a patent infringement case is the balance of hardships. The court must balance the harm that will occur to the moving party from the denial of the preliminary injunction with the harm that the non-moving party will incur if the injunction is granted.

Patent Law: Remedies: Injunctions

The final factor that must be considered by the court in determining whether to issue a preliminary injunction in a patent infringement case is the impact of the injunction on the public interest. Generally, the public interest weighs in favor of granting a preliminary injunction to uphold patent rights.

COUNSEL: For SIDEL, plaintiff: Patrick J. Flinn, Keith Edward Broyles, Alston & Bird, Atlanta, GA.

For UNILOY MILACRON INC., defendant: Linda D. Kennedy, phv, Bradley G. Lane, phv, Gary M. Ropski, phv, Brinks Hofer Gilson & Lione, Chicago, IL.

For UNILOY MILACRON INC., defendant: Stephen Mann Brooks, Nelson Mullins Riley & Scarborough, Anthony Paul Tatum, Smith Moore, Atlanta, GA.

For UNILOY MILACRON INC., counter-claimant: Stephen Mann Brooks, Nelson Mullins Riley & Scarborough, Anthony Paul Tatum, Smith Moore, Atlanta, GA.

For SIDEL, counter-defendant: Patrick J. Flinn, Keith Edward Broyles, Alston & Bird, Atlanta, GA.

JUDGES: CHARLES A. PANNELL, JR., United States District Judge.

OPINIONBY: CHARLES A. PANNELL, JR.

OPINION: ORDER

The plaintiff filed the instant action, alleging that the defendants are infringing its patent for a "Blow Molding Device for Producing Thermoplastic Containers," Patent Number 5,968,560 ("560 Patent"). Sidel and RYKA Blow Molds, Ltd. have reached an agreement in prin-

ciple that purports to settle the dispute between them. Uniloy Milacron, Inc. ("Uniloy") has not settled any claims[*2] brought by Sidel, and it has filed a counterclaim challenging the validity of the '560 Patent. This matter is currently before the court on Sidel's motion for a preliminary injunction [Doc. No. 13-1]. On October 18, 2001, the court heard oral argument on the instant motion.

I. BACKGROUND

Sidel's patent relates to a device that makes plastic bottles. The patented device takes a preheated preform (a piece of plastic), heats it, expands the plastic until it fills the mold, and then cools it so that the plastic maintains the shape of the mold. The patented device consists of a mold carrier, which holds two half molds. Each half mold consists of a shell holder and a shell. The shell is the part that contains the impression of the bottle to be made.

One of the problems with previous blow mold devices is that it was difficult and time consuming to change the shells each time the manufacturer needed to produce a different shaped bottle because the shells were screwed into the shell holder with permanently fixing long screws, which took time to remove. Some of the prior devices also had shells that contained the plumbing required for quickly heating and cooling the plastic. For[*3] example, a manufacturer who was producing a quantity of soft drink bottles would have to stop the machine, remove the screws holding the shell in place, take the shell out and replace it with the new shell, and replace the screws. This process is further complicated when the plumbing is contained within the shells.

Sidel's patent solves the prior device's problems of the time consuming changing of molds by using a shell that does not contain plumbing but, rather, is in thermodynamic contact with the shell holder in which it sits, and by securing the shells in the shell holders by use of what it calls "quick-fixing means."

Sidel manufactures and sells not only the device in the patent, but also the machines onto which fourteen of the mold carriers attach to produce many bottles quickly. Uniloy makes and sells only the shell holders and shells, which fit into mold carriers made by Sidel. Uniloy sometimes sells only the shell containing the impression. Sidel's complaint alleges both direct infringement and contributory infringement by Uniloy. Because of the way the patent's claims read as of the writing of this order, however, Sidel only has a claim for contributory infringement because[*4] Uniloy does not make,

use, or sell the mold carriers, that are described in the patent. Sidel stated during the hearing on the instant motion that it is seeking a reissue of its patent. When the patent reissues, Sidel states that the patent will cover only those portions that Uniloy sells, the shell holders and shells, which will make Uniloy a direct infringer. However, at this time, Sidel only has a claim for contributory infringement, which requires that the manufacturers to whom Uniloy sells its products be direct infringers.

Sidel filed the instant motion for a preliminary injunction seeking to stop Uniloy from infringing its patent by its manufacture and selling of shells holders and shells. Uniloy has responded by asserting, inter alia, that Sidel's patent is invalid based on obviousness and that the customers to whom it sells its product are not direct infringers because they are merely "repairing" their Sidel machines with Uniloy parts.

II. DISCUSSION

A. Preliminary Injunction Standard

The grant or denial of a preliminary injunction under 35 U.S.C. § 283 is within the sound discretion of the district court. See *Novo Nordisk of N. Am., Inc. v. Genentech, Inc.*, 77 F.3d 1364, 1367 (Fed. Cir. 1996).[*5] As the moving party, Sidel is entitled to a preliminary injunction if it can show: (1) a reasonable likelihood of success on the merits; (2) irreparable harm if an injunction is not granted; (3) a balance of hardships tipping in its favor; and (4) the injunction's favorable impact on the public interest. See *Amazon.com, Inc. v. Barnesandnoble.com, Inc.*, 239 F.3d 1343, 1350 (Fed. Cir. 2001). "These factors, taken individually, are not dispositive; rather, the district court must weigh and measure each factor against the other factors and against the form and magnitude of the relief requested." *Hybritech, Inc. v. Abbot Labs.*, 849 F.2d 1446, 1451 (Fed. Cir. 1988). However, "[Federal Circuit] case law and logic both require that a movant cannot be granted a preliminary injunction unless it establishes both of the first two factors, i.e., likelihood of success on the merits and irreparable harm." *Amazon.com, Inc.*, 239 F.3d at 1350.

B. Likelihood of Success on the Merits

In order to demonstrate a likelihood of success on the merits, Sidel must show that (1) it will likely prove that Uniloy infringes its patent, and (2) [*6]its infringement claim will likely survive Uniloy's challenges to the validity and enforceability of the patent. See *Genentech*,

Inc. v. Novo Nordisk A/S, 108 F.3d 1361, 1364 (Fed. Cir. 1997). "In other words, if [Uniloy] raises a 'substantial question' concerning validity, enforceability, or infringement (i.e. asserts a defense that [Sidel] cannot show 'lacks substantial merit') the preliminary injunction should not issue." *Id.*

(1) Infringement

While Sidel has alleged both direct and contributory infringement claims, Sidel admits that its direct infringement claims depend on the reissue of its patent. While the court could consider the likelihood of success on the merits of both Sidel's direct and contributory infringement claims, because Sidel's patent has not yet reissued, and therefore the reissued patent is not before the court, the court will proceed with the more prudent course of analyzing only the likelihood of success on the merits of Sidel's contributory infringement claim.

Contributory infringement requires that the alleged infringer sell its allegedly infringing product with knowledge that it will be used in an infringing manner when there[*7] is no other substantial non-infringing use for the product. See 35 U.S.C. 271(c). Non-infringing uses include the right of a purchaser to "repair" the patented item. Also, a seller of an allegedly infringing product is not a contributory infringer if its product is a "staple article or commodity of commerce suitable for substantial non-infringing use" *Id.* Finally, there can be no contributory infringement of a patent unless the patent has been directly infringed. See *Aro Manufacturing Co. v. Convertible Top Replacement Co.*, 365 U.S. 336, 341, 81 S. Ct. 599, 5 L. Ed. 2d 592, 1961 Dec. Comm'r Pat. 635 (1961). Uniloy argues that it does not contribute to the direct infringement of Sidel's patents because: (1) the customers to whom it sells its shells and shell holders are not direct infringers because they are entitled to "repair" their Sidel machines using Uniloy's products, (2) its shell and shell holders are suitable for substantial non-infringing uses, (3) Sidel has not shown that Uniloy had the requisite knowledge to be a contributory infringer, and (4) even if the court finds that Sidel's customers are reconstructing the patent by using Uniloy's shells[*8] and shell holders with Sidel's machines, there is no direct infringement when a means-plus-function analysis claim construction is performed.

(a) Repair and Reconstruction Doctrine

A claim of contributory infringement requires that the accused party contribute to the direct infringement of the patent by a third party. Uniloy's first argument is that Sidel's customers, to whom Uniloy sells its allegedly in-

fringing products, do not directly infringe Sidel's patent when they use Uniloy's products with their Sidel machines. Uniloy contends that such use is a permitted repair of the customer's Sidel machines, not an infringing reconstruction of the Sidel patent. Sidel argues that when its customers purchase shells and shell holders from Uniloy for use with Sidel machines, they are reconstructing or remaking its patented device and infringing its patent.

"While the ownership of a patented article does not include the right to make a substantially new article, it does include the right to preserve the useful life of the original article." *Jazz Photo Corp. v. International Trade Commission*, 264 F.3d 1094, 1102 (Fed. Cir. 2001). This right is dependant upon determining[*9] the difference between permitted and prohibited activities. When patented items have been sold by the patentee, subsequent "repair" by the owner is permitted, while "reconstruction" is prohibited. "Repair" is directed primarily to the replacement of broken or worn parts but also extends to the replacement of parts that are neither broken nor worn. See *Kendall Co. v. Progressive Medical Technology, Inc.*, 85 F.3d 1570, 1575 (Fed. Cir. 1996) ("Premature repair is the business of the purchaser of the product").

Reconstruction of a patented entity, comprised of unpatented elements, [however,] is limited to such a true reconstruction of the entity as to 'in fact make a new article,' after the entity, viewed as a whole, has become spent. . . . Mere replacement of individual unpatented parts, one at a time, whether of the same part repeatedly or different parts successively, is no more than the lawful right of the owner to repair his property.

Aro Manufacturing Co., 365 U.S. at 346, 81 S. Ct. 599 (citation omitted). "Infringement liability depends on the extent of the change, not its purpose." See *Surfco Hawaii v. Fin Control Systems Pty, Ltd.*, 264 F.3d 1062, 1066 (Fed. Cir. 2001).[*10]

The right of a purchaser to repair its property, the patented device, comes from the fact that when a patent owner sells a patented device with no restrictions, the purchaser has already compensated the patent holder and now has an implied license for certain further uses under the patent. See *Hewlett-Packard Co. v. Repeat-O-Type Stencil*, 123 F.3d 1445, 1451 (Fed. Cir. 1997). Most of the cases in which courts have held that the purchaser's use was repair and not reconstruction are cases in which the patented item is refurbished in some way or a broken or spent item is repaired. See e.g. *Aro Manufacturing Co.*, 365 U.S. 336, 81 S. Ct. 599, 5 L. Ed. 2d 592 (Sale

of replacement tops for convertible was not contributory infringement because the purchaser of the convertible top had right to repair damaged or worn tops); see also e.g. *Bottom Line Management, Inc. v. Pan Man, Inc.*, 228 F.3d 1352 (Fed. Cir. 2000) (Refurbishment of patented platens used in two-sided cooking devices constituted permissible repair, not reconstruction). But there are also cases in which a purchaser replacing an unspent, unpatented portion of the patented whole was[*11] found to be a "repair," see *Surfco Hawaii*, 264 F.3d 1062, and cases in which a purchaser's alteration of several elements of the patent to extend the useful life of the machine was also a "repair," see *Wilbur-Ellis Co. v. Kuther*, 377 U.S. 422, 84 S. Ct. 1561, 12 L. Ed. 2d 419, 1964 Dec. Comm'r Pat. 757 (1964).

"Reconstruction of a patented entity, comprised of unpatented elements, is limited to such a true reconstruction of the entity as to 'in fact make a new article,' after the entity, viewed as a whole, has become spent" *Aro Manufacturing Co.*, 365 U.S. at 346, 81 S. Ct. 599 (citation omitted). One such example of this is where a patented drill tip was retipped by the defendant. See *Aktiebolag v. E.J. Company*, 121 F.3d 669 (Fed. Cir. 1997). In that case, the court held that the defendant's retipping of a broken or spent drill tip in the patent's design was more than just repair because it attached a new carbide tip to the old shank and tooled the tip to match the design of the patented drill tip.

It is not entirely clear to this court whether all or any customers' uses of Sidel machines with Uniloy products are repairs or reconstructions.[*12] Sidel alleges that its customers are using Uniloy products to do two things: (1) replace Sidel shells that make one shape of bottle with Uniloy shells that make another shape of bottle, and (2) obtain new Sidel machines and mold carriers to expand their manufacturing capacity, but use Uniloy's shells and shell holders with the new Sidel machines.

For example, a customer has ten Sidel machines with fourteen mold carriers on each machine containing Sidel shell holders and shells for making soft drink bottles. In order for the customer to expand its capacity to make twice as many bottles in the same amount of time, the customer buys ten more Sidel machines. Sidel argues that because Uniloy can sell its shells and shell holders at a lower price (since Uniloy need not recover any expenses related to research and development) the customer may purchase Sidel machines and mold carriers but it will buy its shells and shell holders from Uniloy. Sidel argues that the combination of the new Sidel machines including mold carriers with Uniloy's products, makes or reconstructs a new patented device.

Sidel customers purchasing Uniloy products to use on machines they already own, however, suggests[*13] that what the customer is doing is extending the useful life of its Sidel machine. This would likely be interpreted as the customer performing a "repair" of its machines as that term is defined by the courts, especially if the customer is replacing only the shell in order to make a different shape of bottle. Based on this example, it is unclear whether Sidel's customers are repairing their machines or reconstructing them. In the former example, it appears likely that Sidel will be able to show that in certain cases, its customers who purchase Sidel machines and mold carriers and then purchase Uniloy shell holders and shells, and combine them for use in manufacturing bottles, are making the device covered by Sidel's patent and may be direct infringers. Sidel, however, has produced no evidence that any of its customers have actually bought its machines and mold carriers only to use with Uniloy molds in order to expand their manufacturing capacity. Therefore, the court concludes that there is a "substantial question" as to whether Uniloy's customers are repairing or reconstructing their patented Sidel machines.

(b) Whether Uniloy's Shells and Shell Holders Have a Substantial Non-Infringing [*14] Use

A party is not a contributory infringer if the item it sells is a "staple article or commodity of commerce suitable for substantial non-infringing use" 35 U.S.C. § 271(c). Uniloy cites Sidel's agreement with Wentworth as proof that its shell holders and shells have a substantial non-infringing use because that agreement provides that using flat head screws or screws with wide-head round washers used to secure the shell inserts would not infringe Sidel's patent. Uniloy argues that the products it makes could be adapted to accept flat headed screws and other like fixing means. No evidence has been presented that shows that this allegedly non-infringing use has been implemented by any users of Uniloy's products. "Taking the statute on its own terms, it is apparent that a mere theoretical capability would hardly suffice." *Fromberg, Inc. v. Thornhill*, 315 F.2d 407, 415 (5th Cir. 1963). Further, "occasional aberrant use of a product that is clearly designed to be used in a particular manner . . . does not make defendant's device a 'staple article or commodity of commerce suitable for substantial non-infringing use.'" See *Dennison Mfg. Co. v. Ben Clements & Sons, Inc.*, 467 F. Supp. 391, 428 (S.D.N.Y. 1979).[*15] There is also no evidence that any such use would be substantial. The evidence presented at the hearing indicates that the use of something similar to Sidel's "quick

fixing means" is faster and cheaper, and therefore superior, than using a permanent fixing means. It is unlikely that any user would adapt the Uniloy device with the quick-fixing rotating lugs to use the more time consuming permanently-fixing flat-headed screws. Uniloy's argument that its product has a substantial non-infringing use has little or no merit.

(c) Whether Sidel has Shown that Uniloy Had the Requisite Knowledge to be a Contributory Infringer

Uniloy's argument that it did not have the requisite knowledge to be a contributory infringer is weak at best. The evidence shows that it was aware of Sidel's patent rights in late 2000. See Declaration of Dewayne Phillips, Uniloy Exhibit 1. Uniloy also knew that its products could not be used alone but only with a bottle making machine containing mold carriers and that Sidel makes these machines. While this evidence is circumstantial, it is no less reliable than if the court was presented with direct evidence of knowledge. See *Moleculon Research Corp. v. CBS, Inc.*, 793 F.2d 1261, 1272 (Fed. Cir. 1986).[*16] Further, the court notes, as did Sidel, that Uniloy clearly has the requisite knowledge now, and it is continuing to sell its products for use with Sidel machines. Consequently, Uniloy's argument that it lacks the requisite knowledge to be a contributory infringer fails.

(d) Whether Sidel's Customers are Direct Infringers

For Sidel to show that it is likely to succeed on the merits of its claim for contributory infringement against Uniloy, it must show that there is a likelihood that its customers directly infringe its patent. Sidel's patent contains one independent claim, Claim 1, and thirteen dependent claims. The parties dispute the construction of only one term of Claim 1: "quick-fixing means." Sidel uses the term "quick-fixing means" to describe the means by which the shell is attached to the shell holder in its patented device. Since the parties only dispute the construction of one term of Claim 1, the court will only construe the meaning of that one term for the purpose of determining whether Sidel can carry its burden of showing a likelihood that its customers are direct infringers.

To determine whether Sidel's customers are direct infringers involves a two-step process. [*17] "First, the court construes the claims to correctly determine the scope of the claims. Second, it compares the properly construed claims to the accused device." *Bell Atlantic Network Serv., Inc. v. Covad Communications Group, Inc.*, 262 F.3d 1258, 1267 (Fed. Cir. 2001). "The claims must be interpreted and given the same meaning

for purposes of both validity and infringement analyses." *SmithKline Diagnostics, Inc. v. Helena Labs, Corp.*, 859 F.2d 878, 882 (Fed. Cir. 1988). In construing the patent claim, a district court may consider the available intrinsic evidence such as the claims themselves, the patent's specifications, and the prosecution history. See *Vitronics Corp. v. Conception, Inc.*, 90 F.3d 1576, 1582 (Fed. Cir. 1996).

If the claim term "quick-fixing means" is a "means-plus-function" element, then the court must construe it under 35 U.S.C. § 112, P 6.

An element in a claim for a combination may be expressed as a means or step for performing a specified function without the recital of structure, material, or acts in support thereof, and such claim shall be construed to cover the corresponding[*18] structure, material, or acts described in the specification and equivalents thereof.

35 U.S.C. § 112, P 6. Uniloy argues that it is, and Sidel says it is willing to presume it is for purposes of this motion. Therefore, the court will assume without deciding that "quick fixing means" is a "means-plus-function" element and construe it as such.

"Under § 112, P 6, an accused device with structure not identical to the structure described in the patent will literally infringe the patent if the device performs the identical function required by the claim with a structure equivalent to that described in the patent." *Cybor Corp. v. FAS Technologies, Inc.*, 138 F.3d 1448, 1457 (Fed. Cir. 1998). "To determine whether a claim limitation is met literally, where expressed as a means for performing a stated function, the court must compare the accused structure with the disclosed structure, and must find equivalent structure as well as identity of claimed function for that structure." *Pennwalt Corp. v. Durand-Wayland, Inc.*, 833 F.2d 931, 934 (Fed. Cir. 1987)(en banc)(emphasis omitted). A determination of the claimed function is a matter[*19] of claim construction and a question of law for the court. See *Chiuminatta Concrete Concepts, Inc. v. Cardinal Industries, Inc.*, 145 F.3d 1303, 1308 (Fed. Cir. 1998). Likewise, a determination of the corresponding structure disclosed in the specification is a determination of the meaning of the "means" term in the claim and is also a question of law for the court. See *id.*

Literal infringement of a means-plus-function claim requires, inter alia, a showing that the accused device "performs the identical function specified in the claims." *WMS Gaming Inc. v. Int'l Game Tech.*, 184 F.3d 1339, 1350 (Fed. Cir. 1999). Determination of the "specific

function associated with the means limitation requires construction of the claim language." *Unidynamics Corp. v. Automatic Prods. Int'l Ltd.*, 157 F.3d 1311, 1319 (Fed. Cir. 1998). Sidel contends that the function of its "quick fixing means" is to quickly fix the shell to the shell holder. Uniloy, however, argues that the function of Sidel's "quick fixing means" is to quickly fix and/or remove a shell to/from a shell holder, by extending and/or retracting, unassisted by gravitational force, a [*20]sliding lug along a linear path so that the shell can be removed from the shell holder without completely removing screws from the shell holder. Uniloy further argues that the function of its system is to quickly fix and/or remove an insert to/from a mold by rotating a clamp, with the assistance of gravitational force, along an arcuate path so that the insert can be removed from the mold without completely removing the bolt from the mold.

Claim 1 of the patent states that the shell ". . . can be removably fastened to its shell holder 9 by quick-fixing means 23" Col. 5, ll. 57-58. The patent specification reads: "In order fully to lock the shell onto the shell holder, quick-fixing means are provided in the parting face 13 of the shell and in the parting face 18 of the shell holder." Based on the foregoing, the court concludes that the function of the "quick-fixing means" is to quickly fix or fasten the shell to the shell holder.

The next step in the court's analysis is to determine the structure disclosed in the patent for performing the defined function. Sidel states that the structure of its "quick-fixing means" includes (1) a linear sliding lug (2) with an elongated[*21] hole (3) a screw attached to (4) a housing to secure the lug. Sidel notes that the patent also discloses other structures that perform the same function such as "quick-face eccentric-headed screws." Uniloy's definition of the structure is similar to that of Sidel's. Uniloy, however, argues that the housing is important because it prevents undesired rotational motion. Sidel asserts that stopping rotational motion of the lug is not the purpose of the housing. The patent specification supports Sidel's contention at column 4, line 66 to column 5, line 4, which states: "In order fully to lock the shell onto the shell holder, quick-fixing means are provided in the parting face 13 of the shell and in the parting face 18 of the shell holder. For this purpose, respective housings 19 and 20, hollowed out in the facing edges of the afore-mentioned parting faces 13 and 18 respectively, are provided." (emphasis added).

The court concludes that the purpose of the housings is to provide a space in which to put "quick fixing means." The intrinsic evidence does not support Uniloy's posi-

tion that the housings are intended to affect the movement of the lug either linearly or rotationally. Therefore, [*22] while the housings are part of the structure, there is no apparent limitation on the width of said housings. The court concludes that the structures revealed in the patent to perform the function of quickly fixing or fastening the shell to the shell holder are: (1) projecting lugs (2) drilled with an elongated hole (3) retained by a screw fixed to the bottom of the corresponding (4) housing. The patent specification also suggests that "the shell could also be locked onto the shell holder by using wide-head screws overlapping the flats of the housing 19, or else by using quick-face eccentric-headed screws, etc." Col. 5, ll. 15-18. Having determined both the function and structure of Sidel's "quick-fixing means," the next step is to determine whether Uniloy's system performs the same function, in the same way, producing the same result.

"Literal infringement of a § 112, P 6 limitation requires that the relevant structure in the accused device perform the identical function recited in the claim and be identical or equivalent to the corresponding structure in the specification. Functional identity and either structural identity or equivalence are both necessary." *Odetics, Inc. v. Storage Technology Corp.*, 185 F.3d 1259, 1267 (Fed. Cir. 1999)[*23] (citations omitted)(emphasis in original). The "equivalence analysis requires a determination of whether the 'way' the assertedly substitute structure performs the claimed function, and the 'result' of that performance, is substantially different from the 'way' the claimed function is performed by the 'corresponding structure, acts, or materials described in the specification,' or its 'result.'" *Odetics, Inc.*, 185 F.3d at 1267. Structural equivalence "is met only if the differences are insubstantial, that is, if the assertedly equivalent structure performs the claimed function in substantially the same way to achieve substantially the same result as the corresponding structure described in the specification." *Id.* at 1267 (citation omitted).

The court has already concluded that Sidel and Uniloy's systems perform the identical function. Thus, the next question is whether Uniloy's structures that perform that function are equivalent to the construed structure in that they perform the function in substantially the same way to achieve substantially the same result. The structure of Sidel's "quick-fixing means" as determined by the court consists of housings[*24] on the parting faces which provide room for a projecting lug, drilled with an elongated hole, and retained by a screw affixed to the bottom of one of the housings. The structure Uniloy employs consists of housings on the parting faces which

provide room for a rotating clamp, drilled with a circular hole, and retained by a screw affixed to the bottom of one of the housings. Both structures perform the identical function, they quickly fix the shell to the shell holder, in substantially the same way, using a housing that contains a screw, which holds in place a lug through a hole that allows movement of the lug so that it can be affixed over the housing on both the shell and the shell holder. The differences in the two structures, that one lug moves only rotationally while the other lug moves mostly in a linear path, are insubstantial. Further, both structures produce the same result, they secure the shell to the shell holder. Therefore, the court finds it is likely that a customer's use of the Uniloy shells and shell holders with Sidel machines and mold carriers, directly and literally infringes Sidel's patent. However, because of the court's concerns over the issue of whether Sidel's[*25] customers are repairing or reconstructing their Sidel machines, the court concludes that Sidel has not made a clear or strong showing of contributory infringement.

(2) Validity

Uniloy contends that Sidel's patent is invalid as obvious over the prior art. However, since the outcome of this motion is based on other issues, it is the same whether the patent is determined to be valid or invalid. Therefore, the court assumes without deciding that Sidel can make a clear showing that its patent would survive a validity challenge.

C. Irreparable Harm

In patent cases, if the movant clearly establishes likelihood of success on the merits, by making a "clear showing" of both validity and infringement, it is entitled to a rebuttable presumption of irreparable harm. See *Polymer Technologies, Inc. v. Bridwell*, 103 F.3d 970, 973 (Fed. Cir. 1996). While the court assumes that Sidel would make a "clear showing" that its patent would survive a validity challenge, the court concludes that Sidel's showing of infringement is not sufficiently clear or strong to create a presumption of irreparable harm. Even if Sidel were entitled to such a presumption, it is a rebuttable[*26] one. Examples of the types of evidence that the Federal Circuit has held rebut the presumption are: (1) that the non-movant has or will soon cease the allegedly infringing activities; (2) that the movants have engaged in a pattern of granting licenses; and (3) that the movants unduly delayed in bringing suit, thereby negating the idea of irreparableness. See *id.* at 974. Uniloy argues that the latter two types of evidence are present in the instant case.

(1) Sidel's Evidence of Irreparable Harm

Although Sidel argues that it is entitled to a presumption of irreparable harm, it also cited the following as evidence of irreparable harm: (1) price erosion; (2) the ability of Uniloy to replace in the marketplace other infringers that Sidel has injunctions against; and (3) the threat that Uniloy will continue to change the market.

The Federal Circuit has acknowledged the threat of price erosion and the irreversibility of this type of loss. "Competitors change the marketplace. Years after infringement has begun, it may be impossible to restore a patentee's . . . exclusive position by an award of damages and a permanent injunction. . . . Requiring purchasers to pay[*27] higher prices after years of paying lower prices to infringers is not a reliable business option." *Polymer Technologies, Inc.*, 103 F.3d at 975-976. Sidel contends that when it first began selling its patented mold systems in the United States, it could sell them for, on average, \$ 5,000 or more per set. Alleged infringers like Uniloy, however, could sell their shell systems for less because they did not need to recover any costs associated with research and development of the product. Sidel argues that since customers have been buying less expensive allegedly infringing shell systems, they will not go back to paying higher prices. Sidel, however, has presented no evidence that any future price erosion will occur. While Sidel may be correct that Uniloy has caused past price erosion, it has not shown that there is a threat of further erosion that would necessitate a preliminary injunction.

Sidel's second argument is essentially concerned with loss of market share. Any market share gained by Uniloy based on Sidel's agreements with Wentworth and R & D has most likely already been gained. These agreements were entered into in July 2000, and March 2001, respectively. While[*28] Uniloy may still stand to gain some market share when Sidel's agreement with RYKA is finalized, that agreement would presumably foreclose any opportunity to gain Plastipak as a customer because Plastipak appears to want to deal with RYKA, not Uniloy. Further, any void in the marketplace can be exploited by Sidel as well as by Uniloy. The court finds that any future risk of loss of market share is minor.

Lastly, Sidel's agreement in principle with RYKA would allow RYKA to continue to sell molds to Plastipak because Plastipak has demanded that RYKA continue as its supplier. Sidel is concerned that any continued infringement by Uniloy will continue to change the market whereby Uniloy will further establish relationships with its customers to the point where those relation-

ships become so entrenched that even if Sidel prevails at trial, those customers will demand that Uniloy be their supplier and effectively force Sidel to license the patent to Uniloy similar to what happened with RYKA and Plastipak. While this concern is not unfounded, the court notes that Sidel always has the option of refusing to license the patent to Uniloy and risking the loss of a customer. Sidel would not be forced[*29] to grant a license to the extent it would constitute an act under duress, it is merely a business decision that Sidel assures the court it would make if the circumstances arise. Further, the issuance of a preliminary injunction would not be able to reach a third party, Uniloy's customers, and keep it from making such demands. This does not show a threat of irreparable harm.

(2) Uniloy's Evidence Refuting A Showing of Irreparable Harm

To counter Sidel's irreparable harm arguments, Uniloy has presented evidence that Sidel has (1) unduly delayed in asserting its rights, and (2) licensed its patent in the past. In certain circumstances, a showing of delay may be so significant as to preclude a determination of irreparable harm. See *Hybritech, Inc.*, 849 F.2d at 1457. The court finds, however, that Sidel is likely to prevail on its argument that it has not unduly delayed in filing the instant preliminary injunction motion. The case law holds that a patentee need not sue all infringers at once and it may prioritize its alleged infringers when deciding whom to sue when. See *Polymer Technologies, Inc.*, 103 F.3d at 975. The only delay the court finds[*30] relevant is that between the date of filing the suit and the date of filing the motion, in this case, four months. As evidenced by its pending agreement with RYKA, Sidel was negotiating toward a possible settlement during these four months. Sidel reached an agreement in principle with RYKA sometime in August, and filed the instant motion seeking a preliminary injunction against Uniloy on August 31, 2001.

The evidence that Sidel has licensed its patent in the past also militates against a finding of irreparable harm. Extensive licensing negates the presumption of irreparable harm because it demonstrates that "the patentee was willing to forgo its right to exclude by licensing the patent. . . ." *Polymer Technologies, Inc.*, 103 F.3d at 975. While Sidel's licensing was not extensive, and its decision to so was not solely to exploit its patents, it did license its patent and it made a business decision to do so. Additionally, because Sidel has licensed its patent, the terms of those licenses provide the court with a measure of damages if Sidel does prevail at trial. See *Illinois Tool Works, Inc. v. Grip-Pak, Inc.*, 906 F.2d

679, 683 (*Fed. Cir. 1990*)(Licensing[*31] indicates that the court can place a value on the licenses by looking to the licenses themselves). For these and the foregoing reasons, the court finds that Sidel has not shown a threat of irreparable harm that would support the issuance of a preliminary injunction.

D. Balance of Hardships

The third factor required to be considered by the court in its determination whether to award a preliminary injunction is the balance of hardships. The court must balance the harm that will occur to the moving party from the denial of the preliminary injunction with the harm that the non-moving party will incur if the injunction is granted. Sidel argues that the balance of hardships tips in its favor for three reasons: (1) patent rights are limited in nature and without a preliminary injunction it cannot practice its monopoly during the full term of the patent; (2) Uniloy will fill the void left by the agreements Sidel has obtained from other alleged infringers; and (3) Sidel will lose more in profits without an injunction than Uniloy will gain by infringing. Uniloy responds by claiming that if an injunction issues, it will be forced to layoff about one-third of its PET mold workforce[*32] and that its relationship with its primary customer, Schmalbach Lubeca, will be greatly harmed. Both Sidel and Uniloy appear to be strong companies with diversified product lines such that neither would suffer great financial hardships as a result of the outcome of this motion. The court, however, finds that based on the loss of patent rights, the balance of hardships tips slightly in favor of Sidel.

E. The Injunctions Impact on the Public Interest

The final factor that must be considered by the court in determining whether to issue a preliminary injunction is the impact of the injunction on the public interest. Generally, the public interest weighs in favor of granting a preliminary injunction to uphold patent rights. See *Hybritech*, 849 F.2d at 1458. Uniloy asserts that this interest is counterbalanced by its right to compete with Sidel when there is a remote showing of likelihood of success on the merits. While the court has concluded that Sidel has not made a "clear showing" of likelihood of success on the merits, its showing was not "remote." The court finds that this factor slightly tips in favor of Sidel as well.

III. CONCLUSION

While[*33] the court has found that three of the four factors weigh in favor of Sidel, the court has more im-

portantly found that Sidel has not made a clear or strong showing of likelihood of success on its claim of contributory infringement, and it has not made a showing of irreparable harm. For the foregoing reasons, the court concludes that a preliminary injunction should not issue. The plaintiff's motion for a preliminary injunction [Doc. No. 13-1] is DENIED.

SO ORDERED, this 14 day of November, 2001.

CHARLES A. PANNELL, JR.

United States District Judge


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Search statement 1

Query/Command : US5968560/PN

** SS 1: Results 1

Search statement 2

Query/Command : PRT FULL NONSTOP LEGALALL

1 / 1 PLUSPAT - ©QUESTEL-ORBIT

PN - US5968560 A 19991019 [US5968560]

TI - (A) Blow molding device for producing thermoplastic containers

PA - (A) SIDEL SA (FR)

PA0 - Sidel, Le Havre [FR]
IN - (A) BRIERE DOMINIQUE (FR); COISY LEON (FR); LA BARRE PAUL (FR); SANTAIS
AP - US94508997 19971017 [1997US-0945089]
FD - PCT/FR96/00576 19960416 [1996WO-FR00576]
 WO96/33059 19961024 [WO9633059]
PR - FR9504651 19950419 [1995FR-0004651]
 WOFR9600576 19960416 [1996WO-FR00576]
IC - (A) B29C-033/30 B29C-049/56
EC - B29C-033/30D
 B29C-049/48
 B29C-049/48D
ICO - L29C-267/00
PCL - ORIGINAL (O) : 425192000R; CROSS-REFERENCE (X) : 249102000 425195000 425522
DT - Corresponding document
CT - US-467881; US1409591; US3191225; US3753641; US3784344; US3871611; US4072456;
 US5288222; US5332384; US5346386; US5358396; FR2057196; FR2613979; FR2646802;
 DE3613543; DE3934495
 "Quick-change systems add to blow molders' market reach", by Patrick A. Toensmeier, Mod
 International, Aug. 1991 (pp. 30-31).

Patent Abstracts of Japan, vol. 12, No. 286 (M-727), Aug. 5, 1988, (Abstract of Japanese ref dated Mar. 19, 1988).

STG - (A) United States patent
AB - PCT No. PCT/FR96/00576 Sec. 371 Date Oct. 17, 1997 Sec. 102(e) Date Oct. 17, 1997 PCT
 1996 PCT Pub. No. WO96/33059 PCT Pub. Date Oct. 24, 1996 The invention concerns a de
 thermoplastic containers, in particular bottles, by the blow-molding or stretch blow-molding
 preform. The device comprises at least one mould consisting of two half-molds (2) each sup
 carrier, the two mould carriers being movable relative to each other. Each half-mould (2) co
 holder (9), supported by the respective mould carrier, and a shell (7) which is equipped with
 (8) of the container to be obtained and can be rendered integral in a detachable manner with
 by rapid-fastening means (19-23). The shell (7) and the shell holder (9) are of complementa
 they contact each other at least partially for heat conduction purposes whilst the pipes and co
 circulating and/or heating fluids are provided in the shell holder alone.

1 / 1 LGST - ©LEGSTAT

PN - US 5968560 [US5968560]
AP - US 945089/97 19971017 [1997US-0945089]
DT - US-P
ACT - 19971017 US/AE-A
 APPLICATION DATA (PATENT)
 US 945089/97 19971017 [1997US-0945089]

 19991019 US/A
 PATENT

 20001031 US/RF

REISSUE APPLICATION FILED
20000420

20001219 US/RF
REISSUE APPLICATION FILED
20000420

20020806 US/RF
REISSUE APPLICATION FILED
20010709

UP - 2002-35

1 / 1 CRXX - ©CLAIMS/RRX

PN - 5,968,560 A 19991019 [US5968560]

PA - Sidel Sa FR

ACT - 20000420 REISSUE REQUESTED
ISSUE DATE OF O.G.: 20001031
REISSUE REQUEST NUMBER: 09/553413
EXAMINATION GROUP RESPONSIBLE FOR REISSUEPROCESS: 1722

Reissue Patent Number:

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OG - 2002-08-06
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PN - 5968560 A [US5968560]
ACT - PATENT SUIT

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PN - 5968560 A [US5968560]
OG - 2000-10-31
ACT - REISSUE APPLICATION FILED

1 / 1 LITA - ©Thomson Derwent

AN - P2001-20-50
FS - PATENT (P)
PN - US5968560 19991019 (Utility)
PF - Sidel
DF - Uniloy Milacron Incorporated;
Alliance-Caroling Tool & Mold Corporation;
RYKA Blow Molds Limited
CT - GA, Northern Dist.
DN - 01-CV-1080
FD - 2001-04-25
ACT - A complaint was filed.

Query/Command : FILE INPADOC

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TI - VORRICHTUNG ZUR HERSTELLUNG VON KUNSTSTOFF- BEHAELTERN DURCH
ODER STRECKBLASFORMEN
IN - BRIERE DOMINIQUE [FR]; COISY LEON [FR]; LA BARRE PAUL [FR]; SANTAIS PA
PA - SIDEL SA [FR]
AP - AT 96913595/96-EP 19960416 [1996EP-0913595]
PR - FR 9504651/95-A 19950419 [1995FR-0004651]
WO 9600576/96(FR)-W 19960416 [1996WO-FR00576]
IC - B29C-033/30; B29C-049/48

1 / 2 LEGALI - ©LEGSTAT

PN - AT 195094 [ATE195094]
DT - AT-R
ACTE - 20000815 AT/REF-P
CORRESPONDS TO EP-PATENT
(EP 821641 20000802 [EP-821641])

20010115 AT/UEP [+]
PUBLICATION OF TRANSLATION OF EUROPEEN PATENT SPECIFICATION
UP - 2001-03

2 / 2 LEGALI - ©LEGSTAT

PN - EP 821641 [EP-821641]
AP - EP 96913595/96 19960416 [1996EP-0913595]
DT - EP-P
ACTE - 19960416 EP/AE-A
EP-APPLICATION
EP 96913595/96 19960416 [1996EP-0913595]

19980204 EP/AK-A1 [+]
DESIGNATED CONTRACTING STATES IN AN APPLICATION WITH SEARCH REPO
AT BE CH DE DK ES FI FR GB GR IE IT LI LU MC NL PT SE

19980204 EP/A1 [+]
PUBLICATION OF APPLICATION WITH SEARCH REPORT

19980204 EP/17P [+]
REQUEST FOR EXAMINATION FILED
971010

19991013 EP/17Q [+]
FIRST EXAMINATION REPORT
19990831

20000802 EP/AK-B1 [+]
DESIGNATED CONTRACTING STATES MENTIONED IN A PATENT SPECIFICATIO
AT BE CH DE DK ES FI FR GB GR IE IT LI LU MC NL PT SE

20000802 EP/B1 [+]
PATENT SPECIFICATION

20000802 EP/REF-R [+]
IN AUSTRIA REGISTERED AS:
(AT 195094 20000815 [ATE195094])

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CH: ENTRY IN THE NATIONAL PHASE
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20000906 EP/REG; IE/FG4D
IE: EUROPEAN PATENTS GRANTED DESIGNATING IRELAND
French
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CORRESPONDS TO:
(DE 69609605 20000907 [DE69609605])

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CH: NEW AGENT
A. BRAUN, BRAUN, HERITIER, ESCHMANN AG PATENTANWAELTE
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20001017 EP/ITF [+]
IT: TRANSLATION FOR A EP PATENT FILED
BARZANO' E ZANARDO MILANO S.P.A.

20001025 EP/GBT [+]
GB: TRANSLATION OF EP PATENT FILED (GB SECTION 77(6)(A)/1977)
20000929

20001101 EP/REG; ES/FG2A
ES: DEFINITIVE PROTECTION
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20001211 EP/REG; DK/T3 [+]
DK: TRANSLATION OF EP PATENT
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20010131 EP/REG; PT/SC4A [+]
PT: TRANSLATION IS AVAILABLE
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20010718 EP/26N [+]
NO OPPOSITION FILED

20020101 EP/REG; GB/IF02 [+]
GB: EUROPEAN PATENT IN FORCE AS OF 2002-01-01
<GB>

UP - 2002-17

2 / 21 INPADOC - ©INPADOC

PN - AU 56529/96 A1 19961107 [AU9656529]
TI - DEVICE FOR PRODUCING THERMOPLASTIC CONTAINERS BY A BLOW-MOULD D
STRETCH BLOW-MOULding PROCESS
IN - BRIERE DOMINIQUE; COISY LEON; BARRE PAUL LA; SANTAIS PASCAL
PA - SIDEL SA
AP - AU 56529/96-A 19960416 [1996AU-0056529]
PR - FR 9504651/95-A 19950419 [1995FR-0004651]
WO 9600576/96(FR)-W 19960416 [1996WO-FR00576]
IC - B29C-033/30; B29C-049/48

3 / 21 INPADOC - ©INPADOC

PN - AU 707275 B2 19990708 [AU-707275]
TI - DEVICE FOR PRODUCING THERMOPLASTIC CONTAINERS BY A BLOW-MOULD
STRETCH BLOW-MOULding PROCESS
IN - BRIERE DOMINIQUE; COISY LEON; BARRE PAUL LA; SANTAIS PASCAL
PA - SIDEL SA
AP - AU 56529/96-A 19960416 [1996AU-0056529]
PR - FR 9504651/95-A 19950419 [1995FR-0004651]
WO 9600576/96(FR)-W 19960416 [1996WO-FR00576]
IC - B29C-033/30; B29C-049/48

4 / 21 INPADOC - ©INPADOC

PN - BR 9604899 A 19980714 [BR9604899]
TI - DISPOSITIVO PARA FABRICAR RECIPIENTES EM UMA MATERIA TERMOPLAST
OU ESTIRAMENTO-SOPRO
IN - LA BARRE PAUL; COISY LEON; BRIERE DOMINIQUE; SANTAIS PASCAL
PA - SIDEL SA [FR]
AP - BR 9604899/96-A 19960416 [1996BR-0004899]
PR - FR 9504651/95-A 19950419 [1995FR-0004651]
WO 9600576/96(FR)-W 19960416 [1996WO-FR00576]
IC - B29C-033/30; B29C-049/48

1 / 1 LEGALI - ©LEGSTAT

PN - BR 9604899 [BR9604899]
DT - BR-P
ACTE - 20020604 BR/FF [+] .
INTENTION TO GRANT
UP - 2002-33

5 / 21 INPADOC - ©INPADOC

PN - CA 2218397 AA 19961024 [CA2218397]
TI - DEVICE FOR PRODUCING THERMOPLASTIC CONTAINERS BY A BLOW-MOULD
STRETCH BLOW-MOULDING PROCESS
LA - FRE
IN - COISY LEON [FR]; LA BARRE PAUL [FR]; BRIERE DOMINIQUE [FR]; SANTAIS PA
PA - SIDEL SA [FR]
AP - CA 2218397/96-A 19960416 [1996CA-2218397]
PR - FR 9504651/95-A 19950419 [1995FR-0004651]
IC - B29C-049/48

1 / 1 LEGALI - ©LEGSTAT

PN - CA 2218397 [CA2218397]
DT - CA-P
ACTE - 19971016 CA/REFW-P
CORRESPONDS TO PCT APPLICATION
<WO 9633059> [WO9633059]
UP - 1998-31

6 / 21 INPADOC - ©INPADOC

PN - CN 1061586 B 20010207 [CN1061586]
TI - DEVICE FOR PRODUCING THERMOPLASTIC CONTAINERS BY BLOW-MOULDIN
BLOW-MOULDING PROCESS
IN - BRIERE DOMINIQUE [FR]; COISY LEON [FR]; BARRE PAUL LA [FR]
PA - SIDEL SA [FR]
AP - CN 96193391/96-A 19960416 [1996CN-0193391]
PR - FR 9504651/95-A 19950419 [1995FR-0004651]
IC - B29C-033/30; B29C-049/48

7 / 21 INPADOC - ©INPADOC

PN - CN 1182384 A 19980520 [CN1182384]
TI - DEVICE FOR PRODUCING THERMOPLASTIC CONTAINERS BY BLOW-MOULDIN
BLOW-MOULDING PROCESS
IN - BRIERE DOMINIQUE [FR]; COISY LEON [FR]; BARRE PAUL LA [FR]

PA - SIDEL SA [FR]
AP - CN 96193391/96-A 19960416 [1996CN-0193391]
PR - FR 9504651/95-A 19950419 [1995FR-0004651]
IC - B29C-033/30; B29C-049/48

8 / 21 *INPADOC* - ©*INPADOC*

PN - DE 69609605 C0 20000907 [DE69609605]
TI - VORRICHTUNG ZUR HERSTELLUNG VON KUNSTSTOFF-BEHÄLTERN DURCH
ODER STRECKBLASFORMEN
IN - BRIERE DOMINIQUE [FR]; COISY LEON [FR]; LA BARRE PAUL [FR]; SANTAIS PA
PA - SIDEL LE HAVRE [FR]
AP - DE 69609605/96-A 19960416 [1996DE-6009605]
PR - FR 9504651/95-A 19950419 [1995FR-0004651]
WO 9600576/96(FR)-W 19960416 [1996WO-FR00576]
IC - B29C-033/30; B29C-049/48

1 / 2 *LEGALI* - ©*LEGSTAT*

PN - DE 69609605 [DE69609605]
DT - DE-P
ACTE - 20000907 DE/REF-P
CORRESPONDS TO
(EP 821641 20000907 [EP-821641])

20010412 DE/8373
TRANSLATION OF PATENT DOCUMENT OF EUROPEAN PATENT WAS RECEIVED
BEEN PUBLISHED

20010823 DE/8364 [+]
NO OPPOSITION DURING TERM OF OPPOSITION
UP - 2001-34

2 / 2 *LEGALI* - ©*LEGSTAT*

PN - EP 821641 [EP-821641]
AP - EP 96913595/96 19960416 [1996EP-0913595]
DT - EP-P
ACTE - 19960416 EP/AE-A
EP-APPLICATION
EP 96913595/96 19960416 [1996EP-0913595]

19980204 EP/AK-A1 [+]
DESIGNATED CONTRACTING STATES IN AN APPLICATION WITH SEARCH REPO
AT BE CH DE DK ES FI FR GB GR IE IT LI LU MC NL PT SE

19980204 EP/A1 [+]

PUBLICATION OF APPLICATION WITH SEARCH REPORT

19980204 EP/17P [+]
REQUEST FOR EXAMINATION FILED
971010

19991013 EP/17Q [+]
FIRST EXAMINATION REPORT
19990831

20000802 EP/AK-B1 [+]
DESIGNATED CONTRACTING STATES MENTIONED IN A PATENT SPECIFICATIO
AT BE CH DE DK ES FI FR GB GR IE IT LI LU MC NL PT SE

20000802 EP/B1 [+]
PATENT SPECIFICATION

20000802 EP/REF-R [+]
IN AUSTRIA REGISTERED AS:
(AT 195094 20000815 [ATE195094])

20000815 EP/REG; CH/EP [+]
CH: ENTRY IN THE NATIONAL PHASE
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20000906 EP/REG; IE/FG4D
IE: EUROPEAN PATENTS GRANTED DESIGNATING IRELAND
French
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CORRESPONDS TO:
(DE 69609605 20000907 [DE69609605])

20000929 EP/REG; CH/NV
CH: NEW AGENT
A. BRAUN, BRAUN, HERITIER, ESCHMANN AG PATENTANWAELTE
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20001017 EP/ITF [+]
IT: TRANSLATION FOR A EP PATENT FILED
BARZANO' E ZANARDO MILANO S.P.A.

20001025 EP/GBT [+]
GB: TRANSLATION OF EP PATENT FILED (GB SECTION 77(6)(A)/1977)
20000929

20001101 EP/REG; ES/FG2A
ES: DEFINITIVE PROTECTION
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20001211 EP/REG; DK/T3 [+]
DK: TRANSLATION OF EP PATENT
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20010131 EP/REG; PT/SC4A [+]
PT: TRANSLATION IS AVAILABLE
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20010718 EP/26N [+]
NO OPPOSITION FILED

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GB: EUROPEAN PATENT IN FORCE AS OF 2002-01-01
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UP - 2002-17

9 / 21 INPADOC - ©INPADOC

PN - DE 69609605 T2 20010412 [DE69609605]
TI - VORRICHTUNG ZUR HERSTELLUNG VON KUNSTSTOFF-BEHÄLTERN DURCH
ODER STRECKBLASFORMEN
IN - BRIERE DOMINIQUE [FR]; COISY LEON [FR]; LA BARRE PAUL [FR]; SANTAIS PA
PA - SIDEL LE HAVRE [FR]
AP - DE 69609605/96-A 19960416 [1996DE-6009605]
PR - FR 9504651/95-A 19950419 [1995FR-0004651]
WO 9600576/96(FR)-W 19960416 [1996WO-FR00576]
IC - B29C-033/30; B29C-049/48

1 / 2 LEGALI - ©LEGSTAT

PN - DE 69609605 [DE69609605]
DT - DE-P
ACTE - 20000907 DE/REF-P
CORRESPONDS TO
(EP 821641 20000907 [EP-821641])

20010412 DE/8373
TRANSLATION OF PATENT DOCUMENT OF EUROPEAN PATENT WAS RECEIVED
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UP - 2001-34

2 / 2 LEGALI - ©LEGSTAT

PN - EP 821641 [EP-821641]
AP - EP 96913595/96 19960416 [1996EP-0913595]
DT - EP-P
ACTE - 19960416 EP/AE-A
EP-APPLICATION
EP 96913595/96 19960416 [1996EP-0913595]

19980204 EP/AK-A1 [+]
DESIGNATED CONTRACTING STATES IN AN APPLICATION WITH SEARCH REPO
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19980204 EP/A1 [+]
PUBLICATION OF APPLICATION WITH SEARCH REPORT

19980204 EP/17P [+]
REQUEST FOR EXAMINATION FILED
971010

19991013 EP/17Q [+]
FIRST EXAMINATION REPORT
19990831

20000802 EP/AK-B1 [+]
DESIGNATED CONTRACTING STATES MENTIONED IN A PATENT SPECIFICATIO
AT BE CH DE DK ES FI FR GB GR IE IT LI LU MC NL PT SE

20000802 EP/B1 [+]
PATENT SPECIFICATION

20000802 EP/REF-R [+]
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(AT 195094 20000815 [ATE195094])

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IE: EUROPEAN PATENTS GRANTED DESIGNATING IRELAND
French
<IE>

20000907 EP/REF-P
CORRESPONDS TO:
(DE 69609605 20000907 [DE69609605])

20000929 EP/REG; CH/NV
CH: NEW AGENT
A. BRAUN, BRAUN, HERITIER, ESCHMANN AG PATENTANWAELTE
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20001017 EP/ITF [+]
IT: TRANSLATION FOR A EP PATENT FILED
BARZANO' E ZANARDO MILANO S.P.A.

20001025 EP/GBT [+]
GB: TRANSLATION OF EP PATENT FILED (GB SECTION 77(6)(A)/1977)
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NO OPPOSITION FILED

20020101 EP/REG; GB/IF02 [+]
GB: EUROPEAN PATENT IN FORCE AS OF 2002-01-01
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UP - 2002-17

10 / 21 INPADOC - ©INPADOC

PN - DK 821641 T3 20001211 [DK-821641]
TI - INDRETNING TIL FREMSTILLING AF BEHOLDERE AF TERMOPLASTISK MATER
HJAELP AF BLAESEFORME ELLER STRAEKBLAESEFORME
IN - LA BARRE PAUL [FR]; BRIERE DOMINIQUE [FR]; SANTAIS PASCAL [FR]; COISY
PA - SIDEL SA [FR]
AP - DK 96913595/96-A 19960416 [1996DK-0913595]
PR - FR 9504651/95-A 19950419 [1995FR-0004651]
WO 9600576/96(FR)-W 19960416 [1996WO-FR00576]
IC - B29C-033/30; B29C-049/48

11 / 21 INPADOC - ©INPADOC

PN - EP 821641 B1 20000802 [EP-821641]
TI - DEVICE FOR PRODUCING THERMOPLASTIC CONTAINERS BY A BLOW-MOULD
STRETCH BLOW-MOULDING PROCESS

LA - FRE
IN - BRIERE DOMINIQUE [FR]; COISY LEON [FR]; LA BARRE PAUL [FR]; SANTAIS PA
PA - SIDEL SA [FR]
AP - EP 96913595/96-A 19960416 [1996EP-0913595]
PR - WO 9600576/96(FR)-W 19960416 [1996WO-FR00576]
FR 9504651/95-A 19950419 [1995FR-0004651]
IC - B29C-033/30; B29C-049/48
DS - AT* BE* CH* DE* DK* ES* FI* FR* GB* GR* IE* IT* LI* LU* MC* NL* PT* SE*

1 / 3 LEGALI - ©LEGSTAT

PN - DE 69609605 [DE69609605]
DT - DE-P
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CORRESPONDS TO
(EP 821641 20000907 [EP-821641])

20010412 DE/8373
TRANSLATION OF PATENT DOCUMENT OF EUROPEAN PATENT WAS RECEIVED
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20010823 DE/8364 [+]
NO OPPOSITION DURING TERM OF OPPOSITION
UP - 2001-34

2 / 3 LEGALI - ©LEGSTAT

PN - AT 195094 [ATE195094]
DT - AT-R
ACTE - 20000815 AT/REF-P
CORRESPONDS TO EP-PATENT
(EP 821641 20000802 [EP-821641])

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PUBLICATION OF TRANSLATION OF EUROPEAN PATENT SPECIFICATION
UP - 2001-03

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PN - EP 821641 [EP-821641]
AP - EP 96913595/96 19960416 [1996EP-0913595]
DT - EP-P
ACTE - 19960416 EP/AE-A
EP-APPLICATION
EP 96913595/96 19960416 [1996EP-0913595]

19980204 EP/AK-A1 [+]

DESIGNATED CONTRACTING STATES IN AN APPLICATION WITH SEARCH REPO
AT BE CH DE DK ES FI FR GB GR IE IT LI LU MC NL PT SE

19980204 EP/A1 [+]
PUBLICATION OF APPLICATION WITH SEARCH REPORT

19980204 EP/17P [+]
REQUEST FOR EXAMINATION FILED
971010

19991013 EP/17Q [+]
FIRST EXAMINATION REPORT
19990831

20000802 EP/AK-B1 [+]
DESIGNATED CONTRACTING STATES MENTIONED IN A PATENT SPECIFICATIO
AT BE CH DE DK ES FI FR GB GR IE IT LI LU MC NL PT SE

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PATENT SPECIFICATION

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CORRESPONDS TO:
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CH: NEW AGENT
A. BRAUN, BRAUN, HERITIER, ESCHMANN AG PATENTANWAELTE
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IT: TRANSLATION FOR A EP PATENT FILED
BARZANO' E ZANARDO MILANO S.P.A.

20001025 EP/GBT [+]
GB: TRANSLATION OF EP PATENT FILED (GB SECTION 77(6)(A)/1977)
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ES: DEFINITIVE PROTECTION
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DK: TRANSLATION OF EP PATENT
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20010131 EP/REG; PT/SC4A [+]
PT: TRANSLATION IS AVAILABLE
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NO OPPOSITION FILED

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GB: EUROPEAN PATENT IN FORCE AS OF 2002-01-01
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UP - 2002-17

12 / 21 INPADOC - ©INPADOC

PN - EP 821641 A1 19980204 [EP-821641]
TI - DEVICE FOR PRODUCING THERMOPLASTIC CONTAINERS BY A BLOW-MOULD
STRETCH BLOW-MOULDING PROCESS
LA - FRE
IN - BRIERE DOMINIQUE [FR]; COISY LEON [FR]; LA BARRE PAUL [FR]; SANTAIS PA
PA - SIDEL SA [FR]
AP - EP 96913595/96-A 19960416 [1996EP-0913595]
PR - WO 9600576/96(FR)-W 19960416 [1996WO-FR00576]
FR 9504651/95-A 19950419 [1995FR-0004651]
IC - B29C-033/30; B29C-049/48
DS - AT* BE* CH* DE* DK* ES* FI* FR* GB* GR* IE* IT* LI* LU* MC* NL* PT* SE*

1 / 3 LEGALI - ©LEGSTAT

PN - DE 69609605 [DE69609605]
DT - DE-P
ACTE - 20000907 DE/REF-P
CORRESPONDS TO
(EP 821641 20000907 [EP-821641])

20010412 DE/8373
TRANSLATION OF PATENT DOCUMENT OF EUROPEAN PATENT WAS RECEIVED
BEEN PUBLISHED

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NO OPPOSITION DURING TERM OF OPPOSITION
UP - 2001-34

2 / 3 *LEGALI - ©LEGSTAT*

PN - AT 195094 [ATE195094]
DT - AT-R
ACTE - 20000815 AT/REF-P
CORRESPONDS TO EP-PATENT
(EP 821641 20000802 [EP-821641])

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PUBLICATION OF TRANSLATION OF EUROPEAN PATENT SPECIFICATION
UP - 2001-03

3 / 3 *LEGALI - ©LEGSTAT*

PN - EP 821641 [EP-821641]
AP - EP 96913595/96 19960416 [1996EP-0913595]
DT - EP-P
ACTE - 19960416 EP/AE-A
EP-APPLICATION
EP 96913595/96 19960416 [1996EP-0913595]

19980204 EP/AK-A1 [+]
DESIGNATED CONTRACTING STATES IN AN APPLICATION WITH SEARCH REPORT
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19980204 EP/A1 [+]
PUBLICATION OF APPLICATION WITH SEARCH REPORT

19980204 EP/17P [+]
REQUEST FOR EXAMINATION FILED
971010

19991013 EP/17Q [+]
FIRST EXAMINATION REPORT
19990831

20000802 EP/AK-B1 [+]
DESIGNATED CONTRACTING STATES MENTIONED IN A PATENT SPECIFICATION
AT BE CH DE DK ES FI FR GB GR IE IT LI LU MC NL PT SE

20000802 EP/B1 [+]
PATENT SPECIFICATION

20000802 EP/REF-R [+]
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IE: EUROPEAN PATENTS GRANTED DESIGNATING IRELAND
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CORRESPONDS TO:
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20000929 EP/REG; CH/NV
CH: NEW AGENT
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IT: TRANSLATION FOR A EP PATENT FILED
BARZANO' E ZANARDO MILANO S.P.A.

20001025 EP/GBT [+]
GB: TRANSLATION OF EP PATENT FILED (GB SECTION 77(6)(A)/1977)
20000929

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ES: DEFINITIVE PROTECTION
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PT: TRANSLATION IS AVAILABLE
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NO OPPOSITION FILED

20020101 EP/REG; GB/IF02 [+]
GB: EUROPEAN PATENT IN FORCE AS OF 2002-01-01
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UP - 2002-17

13 / 21 INPADOC - ©INPADOC

PN - ES 2149470 T3 20001101 [ES2149470]
TI - DISPOSITIVO PARA FABRICAR RECIPIENTES DE UN MATERIAL TERMOPLASTIC SOPLADO O ESTIRADO-SOPLADO.
IN - BRIERE DOMINIQUE [FR]; COISY LEON [FR]; LA BARRE PAUL [FR]; SANTAIS PA
PA - SIDEL SA
AP - ES 96913595/96-EP 19960416 [1996EP-0913595]
PR - FR 9504651/95-A 19950419 [1995FR-0004651]
IC - B29C-033/30; B29C-049/48

1 / 1 LEGALI - ©LEGSTAT

PN - ES 2149470 [ES2149470]
DT - ES-P
ACTE - 20001101 ES/FG2A
DEFINITIVE PROTECTION
821641
UP - 2000-46

14 / 21 INPADOC - ©INPADOC

PN - FR 2733176 A1 19961025 [FR2733176]
TI - DISPOSITIF POUR FABRIQUER DES RECIPIENTS EN UNE MATIERE THERMOPLA SOUFFLAGE OU ETIRAGE-SOUFFLAGE
IN - BRIERE DOMINIQUE; COISY LEON; LA BARRE PAUL; SANTAIS PASCAL
PA - SIDEL SA [FR]
AP - FR 9504651/95-A 19950419 [1995FR-0004651]
PR - FR 9504651/95-A 19950419 [1995FR-0004651]
IC - B29C-049/56; B29C-033/20

1 / 2 LEGALI - ©LEGSTAT

PN - FR 2733176 [FR2733176]
AP - FR 9504651/95 19950419 [1995FR-0004651]
DT - FR-PN
ACTE - 19950419 FR/AE-A
APPLICATION DATE
FR 9504651/95 19950419 [1995FR-0004651]
UP - 1996-47

2 / 2 LEGALI - ©LEGSTAT

AP - FR 9504651/95 0 [1995FR-0004651]
DT - FR-AN
ACTE - 19961025 FR/AGA-A1 [+]

FIRST PUBLICATION OF APPLICATION
(FR 2733176 19961025 [FR2733176])

19970627 FR/AGA-B1 [+]
SECOND PUBLICATION OF PATENT
(FR 2733176 19970627 [FR2733176])

UP - 1997-30

15 / 21 INPADOC - ©INPADOC

PN - FR 2733176 B1 19970627 [FR2733176]
TI - DISPOSITIF POUR FABRIQUER DES RECIPIENTS EN UNE MATIERE THERMOPLA
SOUFFLAGE OU ETIRAGE-SOUFFLAGE
IN - BRIERE DOMINIQUE; COISY LEON; LA BARRE PAUL; SANTAIS PASCAL
PA - SIDEL SA [FR]
AP - FR 9504651/95-A 19950419 [1995FR-0004651]
PR - FR 9504651/95-A 19950419 [1995FR-0004651]
IC - B29C-049/56; B29C-033/20

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PN - FR 2733176 [FR2733176]
AP - FR 9504651/95 19950419 [1995FR-0004651]
DT - FR-PN
ACTE - 19950419 FR/AE-A
APPLICATION DATE
FR 9504651/95 19950419 [1995FR-0004651]
UP - 1996-47

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AP - FR 9504651/95 0 [1995FR-0004651]
DT - FR-AN
ACTE - 19961025 FR/AGA-A1 [+]
FIRST PUBLICATION OF APPLICATION
(FR 2733176 19961025 [FR2733176])

19970627 FR/AGA-B1 [+]
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(FR 2733176 19970627 [FR2733176])
UP - 1997-30

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PN - GR 3034540 T3 20010131 [GR3034540]
IN - BRIERE DOMINIQUE [FR]; COISY LEON [FR]; LA BARRE PAUL [FR]; SANTAIS PA
PA - SIDEL SA [FR]

AP - GR 402230/00-A 20001002 [2000GR-0402230]
PR - FR 9504651/95-A 19950419 [1995FR-0004651]
WO 9600576/96(FR)-W 19960416 [1996WO-FR00576]
IC - B29C-033/30; B29C-049/48

17 / 21 INPADOC - ©INPADOC

PN - HK 1010513 A1 20010713 [HK1010513]
TI - DEVICE FOR PRODUCING THERMOPLASTIC CONTAINERS BY A BLOW-MOULDED STRETCH BLOW-MOULDING PROCESS
IN - BRIERE DOMINIQUE; COISY LEON; LA BARRE PAUL; SANTAIS PASCAL
PA - SIDEL SA [FR]
AP - HK 98111568/98-A 19981027 [1998HK-0111568]
PR - WO 9600576/96(FR)-W 19960416 [1996WO-FR00576]
FR 9504651/95-A 19950419 [1995FR-0004651]
IC - B29C-000/00

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PN - JP 11504580 T2 19990427 [JP11504580]
AP - JP 531511/96-A 19960416 [1996JP-0531511]
PR - WO 9600576/96(FR)-W 19960416 [1996WO-FR00576]
FR 9504651/95-A 19950419 [1995FR-0004651]
IC - B29C-049/48; B29C-033/30; B29C-049/56

19 / 21 INPADOC - ©INPADOC

PN - PT 821641 T 20010131 [PT-821641]
TI - DISPOSITIVO PARA FABRICAR RECIPIENTES DE UM MATERIAL TERMOPLASTICO DE SOPRO OU ESTIRAMENTO-SOPRO
IN - BARRE PAUL LA [FR]; BRIERE DOMINIQUE [FR]; COISY LEON [FR]; SANTAIS PA
PA - SIDEL SA [FR]
AP - PT 96913595/96-A 19960416 [1996PT-0913595]
PR - FR 9504651/95-A 19950419 [1995FR-0004651]
IC - B29C-033/30; B29C-049/48

20 / 21 INPADOC - ©INPADOC

PN - US 5968560 A 19991019 [US5968560]
TI - BLOW MOLDING DEVICE FOR PRODUCING THERMOPLASTIC CONTAINERS
IN - BRIERE DOMINIQUE [FR]; COISY LEON [FR]; LA BARRE PAUL [FR]; SANTAIS PA
PA - SIDEL SA [FR]
AP - US 945089/97-A 19971017 [1997US-0945089]
PR - FR 9504651/95-A 19950419 [1995FR-0004651]
WO 9600576/96(FR)-W 19960416 [1996WO-FR00576]

IC - B29C-049/56; B29C-033/30

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PN - US 5968560 [US5968560]
AP - US 945089/97 19971017 [1997US-0945089]
DT - US-P
ACTE - 19971017 US/AE-A
APPLICATION DATA (PATENT)
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19991019 US/A
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20001031 US/RF
REISSUE APPLICATION FILED
20000420

20001219 US/RF
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20020806 US/RF
REISSUE APPLICATION FILED
20010709
UP - 2002-35

21 / 21 INPADOC - ©INPADOC

PN - WO 9633059 A1 19961024 [WO9633059]
TI - DEVICE FOR PRODUCING THERMOPLASTIC CONTAINERS BY A BLOW-MOULD
STRETCH BLOW-MOULDING PROCESS
LA - FRE
IN - BRIERE DOMINIQUE [FR]; COISY LEON [FR]; LA BARRE PAUL [FR]; SANTAIS PA
PA - SIDEL SA [FR]; BRIERE DOMINIQUE [FR]; COISY LEON [FR]; BARRE PAUL [FR];
PASCAL [FR]
AP - WO 9600576/96(FR)-A 19960416 [1996WO-FR00576]
PR - FR 9504651/95-A 19950419 [1995FR-0004651]
IC - B29C-033/30; B29C-049/48
DS - AU* BR* CA* CN* JP* KR* MX* US* AT BE CH DE DK ES FI FR GB GR IE IT LU M

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PN - JP 531511/96
AP - JP 531511/96 - [1996JP-0531511]
DT - JP-A
ACTE - 19971017 JP/REFW-P

CORRESPONDS TO PCT APPLICATION
<WO 9633059> [WO9633059]

UP - 1998-51

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PN - US 945089/97

AP - US 945089/97 - [1997US-0945089]

DT - US-A

ACTE - 19971017 US/REFW-P
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<WO 9633059> [WO9633059]

UP - 1998-31

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PN - CA 2218397 [CA2218397]

DT - CA-P

ACTE - 19971016 CA/REFW-P
CORRESPONDS TO PCT APPLICATION
<WO 9633059> [WO9633059]

UP - 1998-31

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PN - WO 9633059 [WO9633059]

AP - WO 9600576/96(FR) 19960416 [1996WO-FR00576]

DT - WO-P

ACTE - 19960416 WO/AE-A
APPLICATION DATA
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19961024 WO/AK-A1 [+]
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PUBLICATION OF THE INTERNATIONAL APPLICATION WITH THE INTERNATIO
REPORT

19961121 WO/DFPE
REQUEST FOR PRELIMINARY EXAMINATION FILED PRIOR TO EXPIRATION OF
FROM PRIORITY DATE

19970122 WO/121
EP: PCT APP. ART. 158 (1)

19971016 WO/ENP-AA
ENTRY INTO THE NATIONAL PHASE IN:
<CA 2218397>

19971017 WO/ENP-A
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<JP 96531511>

19971017 WO/ENP-A
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<US 97945089 19971017>

UP - 1998-51